IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO. 448 OF 2004

IN

SUM. SUIT NO. 1085 OF 2004

Reuters India Pvt. Ltd. . .. Plaintiffs.

vs.

Surat Beverages Ltd., .. Defendants.

Vandana Gupte a/s Ms. Dholkia

for plaintiff.

Mr. N.K. Mudnaney for defendants.

CORAM : S.U. KAMDAR, J.

DATE : 19th SEPTEMBER, 2005.

P.C.:

. The present suit is filed for the recovery of a sum of Rs. 1,14,070.00. The services are rendered by the plaintiff upto 29.6.2001. However, it is the case of the defendants that the agreement has ben terminated on 2.1.2001 by addressing a letter to the plaintiff. However, under clause 2 of the contract 6 months notice is required. Six months notice has not been given. The claim is therefore filed for the said period of six months

upto 29.6.2001 because the services are rendered as mentioned in para. 10 of the plaint. However, the learned counsel for the defendants contends that admittedly they have given three months waiver of the notice. The learned counsel fork the plaintiff has considered the notice as 29.3.2001 as a valid notice and waiver is given. Even if notice is taken as a valid notice still the period of six months is required for the purpose of termination of the contract. In view thereof, the plaintiff continued to render service till 29.6.2001 and in respect thereof the claim is raised after adjustment of the security deposit lying with the plaintiff. The learned counsel for the defendant has also drawn my attention to clause 4.7 of the agreement which provides for liquidated damages and has contended that the present claim is in the form of liquidated damages. However, on the averments made in the plaint it is clear that the claim is not towards the liquidated damages but towards the services rendered. In that view of the matter, there is no substance in the defences raised by the defendants. However, with a view to give an opportunity to the defendant to defend the suit unconditional leave to the defendant on a condition that the defendant shall deposit in this Court the sum of Rs. 1,10,000/- within a period of four weeks from today. The amount if so deposited, the Prothonotary and Senior Master is directed to deposit the same in a

fixed deposit with any nationalised bank initially for a period of one year and renew the same from time to time till further orders from this Court.

2. Suit transferred to the list of Commercial Causes. Written Statement or points of defence to be filed four weeks from today. Affidavits list of documents to be filed within four weeks thereafter. Inspection within four weeks thereafter. Suit to be on Board of the learned Judge taking Commercial Causes.